

Contract Addendum One (1)

Contract No. 02-041

WHEREAS, the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and **Joe Orr, Inc.**, a Texas **Corporation** (the "Surveyor"), have previously negotiated terms and conditions of a contract pursuant to which the Surveyor will provide certain services to the City,

WHEREAS, the Surveyor has made certain oral representations to the City to induce the City to eliminate certain contractual language concerning Workers' Compensation Insurance requirements, and

WHEREAS, the City has relied upon said representations in agreeing to eliminate said contractual language from the above referenced contract,

NOW THEREFORE, for good and adequate consideration, the parties hereby further agree that the following provisions shall, upon execution of this addendum, become incorporated in the above referenced contract as though written fully therein:

Add as Paragraph 9.11:

9.11. The Surveyor represents and warrants that only persons who are partners with or who otherwise own stock in Joe Orr, Inc., will be utilized by Surveyor in providing the services contemplated by this agreement, unless subsequently authorized by the City in writing. The Surveyor further agrees that, in any event that any other persons are utilized by the Surveyor in providing the contemplated services, Surveyor shall first provide the City with adequate proof of additional Workers' Compensation insurance coverage, acceptable to the City in its sole discretion, prior to commencement of any such work.

SURVEYOR

By: David R. Mayo
Printed Name: DAVID R. MAYO
Title: PRESIDENT
Date: 11/30/01

ATTEST:

Connie Hooks, City Secretary

APPROVED:

Thomas E. Brymer, City Manager

City Attorney

Charles Cryan, Director of Fiscal Services

CITY OF COLLEGE STATION

By: _____
Lynn McIlhaney, Mayor
Date: _____

Date

Date

Date

Date

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11/30/01